



August 10, 2017

Mindy Anthony
Department of Natural Resources and Environmental Control
Solid & Hazardous Waste Management Section
89 Kings Highway
Dover, DE 19901

RE: Beneficial Use Determination Renewal Application
Allan Myers DE, Inc. – Georgetown

Dear Ms. Anthony:

Please find enclosed supplemental information regarding the recent Beneficial Use Determination Application for Allan Myers DE, Inc.'s (Myers) Georgetown Asphalt plant located at 22351 Joseph Road, Georgetown, DE 19947. This application is to renew permit #33/120217B. The following information is included with this correspondence:

- **Attachment 1 – Lease agreement**
- **Attachment 2 – Proof of local zoning**
- **Attachment 3 – Site map and site plan**
- **Attachment 4 – Evidence of no adverse effects**

Allan Myer Materials uses manufacturer's waste asphalt shingles. A copy of the material sheet is attached.

- **Attachment 5 – NPDES permit supplemental information**

Letter from DNREC indicating that the NPDES permit coverage remains in effect until a new General Permit is issued.

- **Attachment 6 – Background statement**

If you have any questions or need additional information, please do not hesitate to call me at (610) 222-3182.

Sincerely,

A handwritten signature in black ink, appearing to read 'David Schnackenberg', written over the printed name.

David Schnackenberg

ATTACHMENT 1

LEASE AGREEMENT

LEASE AGREEMENT
PLANT SITE
GEORGETOWN, DELAWARE

This Lease Agreement ("Agreement") is entered into this ____ day of May, 2013 by TILCON, INC., a Delaware Corporation, whose address is 642 Black Rock Avenue, New Britain, CT 06050 ("TILCON" or "LESSOR") and ICM of DELAWARE, INC. of 638 Lancaster Avenue, Malvern, PA 19335 ("ICM" OR "LESSEE").

RECITALS:

WHEREAS, TILCON and ICM are parties to that certain Asphalt Plant Lease and Inventory and Construction Contract Sale Agreement dated as of March 17, 2009 (the "First Lease") wherein TILCON as Lessor leased to ICM as Lessee, certain property therein described as the Georgetown Land and the Dover Land, which First Lease has a termination date of March 16, 2013; and

WHEREAS, by virtue of several agreements of even date, including that certain Supply Agreement, Asset Purchase Agreement, Covenant Agreement and the lease of the land that is described in the First Lease as the Delmar Land, the Dover Land and the Georgetown Land, provisions are intended to be made for ICM continue the use of the said three locations without interruption for the purpose of manufacturing and selling hot-mix asphalt under which ICM agrees to purchase its requirements of certain aggregate products from PENNSY SUPPLY, INC., an affiliate of TILCON on the terms and conditions contained in the Supply Agreement; and

WHEREAS, the operational sites to which TILCON is to supply materials to ICM includes the hot-mix asphalt plant that is the subject of this Lease and the Georgetown Lease; and

WHEREAS, the parties are desirous of entering into this Lease to provide for the right of ICM to use the Property herein described and further, to pay rent to TILCON for such right to use the Property.

NOW, THEREFORE, in consideration of the terms and conditions set forth below, Lessor agrees to lease Lessee Lessor's property located at 22351 Josephs Road, Georgetown, Delaware 19947 which is described and designated in Exhibit A hereto ("Property"). The Property is approximately 5 acres ground, more or less.

1. **INCORPORATION OF RECITALS:** The Recitals above are not merely precatory, but are substantive terms of this Lease, as is the description and definition of the Property, referenced above.
2. **INITIAL TERM:** Subject to earlier termination as conditionally provided for herein, the Initial Term of this Agreement shall be for a period of Fifteen (15) Years commencing on March 17, 2013 ("Effective Date") and ending March 16, 2028. "Contract Year" shall mean each twelve (12) months from each March 17.
3. **RENEWAL TERMS:** This Agreement shall renew automatically after the Initial Term for up to Three (3) additional periods of Three (3) Years each unless either party provides the other party with written notice as set forth in Section 12 below that it will not renew this Agreement for an additional term at least One Hundred Eighty (180) Days prior to the end of the then-current term of the Agreement.

4. **COTERMINUS WITH SUPPLY AGREEMENT:** If the Supply Agreement mentioned in the Recitals above is terminated for any reason other than breach by ICM, then ICM may, at its option, terminate this Agreement pursuant to the same notification by which the Supply Agreement is terminated. Reciprocally, if ICM is in default of the Supply Agreement and the Supply Agreement is terminated as a result thereof, then Tilcon may, at its option, terminate this Agreement pursuant to either (i) the same notification by which the Supply Agreement is terminated, or (ii) other written notification. In the event Tilcon terminates the Aggregate Supply Agreement (executed on even date herewith), then Tilcon and ICM shall jointly appoint an M.A.I. Certified appraiser to determine the then current market value of the Property and the market rent for the Property, which new annual Rent shall apply from and after the date of each termination. If the Lessee and Lessor cannot agree on the identity of the said Appraiser then they shall submit to the Arbitrator pursuant to Section 22 below the task of appointing an Appraiser.

5. **RENTAL:** Lessee shall pay to Lessor Rent in the sum of **Twenty-Five Thousand Dollars (\$25,000.00)** per year during the lease term. Said rental payment shall be due on the first day of each Contract Year. Rent payments will be sent to: **Pennsy Supply, Inc., 1001 Paxton Street, Harrisburg, PA 17104**, or other such place or places as Lessor may designate in writing from time to time.

a. Any rent owing hereunder that is not paid within ten (10) days after tenant receives written notice from Lessor that it is overdue shall thereafter bear interest at an annual rate of eight percent (8%) until paid.

b. **Increases in Rent.** Beginning with the 6th Lease Year, the Annual Rent shall be increased as follows:

Year	Total Annual Rent
6-10	\$26,750.00
11-15	\$28,500.00
Renewal #1	\$29,750.00
Renewal #2	\$31,000.00
Renewal #3	\$32,250.00

6. **USE:** Lessee shall use the Property for the limited purpose of manufacture, transportation, storage, sale and vending of hot-mix asphalt, a laboratory, construction yard and such other incidental and customary uses as support the manufacture, sale and processing of hot-mix asphalt and other items customarily related to such business. Lessee shall obtain the prior written consent of Lessor before utilizing the Property for any other use. Lessee shall have the right to improve the property only with Lessor's prior written consent and any improvements must be accordance with all laws, rules and governmental regulations. Lessee shall have the right to make use of any easements for any lawful purpose such as utility connections, ingress and egress in accordance with the easement terms. However, Lessee covenants and agrees that it shall not permit the operation of any Ready-Mix or block concrete operation to occur on the Property during the terms of this Lease and or any renewal hereof.

7. **RETURN OF THE LEASED PROPERTY:** On or before the expiration of this Agreement or any extension thereof, Lessee shall have an additional period of up to 180 days to remove its property from the Property and give peaceful possession of the

Property to Lessor. Lessee shall return the Property to Lessor in the same condition as originally found, excepting ordinary wear and tear. In addition, except with Lessor's prior written approval for not removing, Lessee shall remove any and all improvements made to the Property, including improvements made with the consent of Lessor. The foregoing to the contrary notwithstanding, in the event that notice is given to terminate this Lease prior to the latest date that this Lease may expire (including all renewal options), ICM may, at its option, continue the use and possession of the Property for a period of an additional One Hundred Eighty (180) days following the date of Termination for the purpose of winding up its business operations at the Property and providing ICM an opportunity to remove and relocate its hot-mix asphalt plant; during any such period, ICM shall continue to pay rent at the apportioned prevailing rental rate from the prior year.

8. MAINTENANCE: The Property is rented to Lessee in an "AS IS" condition. Lessee shall maintain the Property while in possession of the same. As to any means of ingress and/or egress that are exclusive to Lessee, Lessee shall also provide for the maintenance of such means of ingress and egress and keep the same free of any defect. If one or more of the means of ingress and/or egress to the Property is shared or to be used in common with any other user that is entitled by law to use such area, then the restrictions, covenants and conditions respecting such shared use shall be as set forth on Exhibit B, attached hereto.
9. REAL ESTATE TAXES AND UTILITIES: Lessee shall be responsible for all real estate taxes and assessments levied against the Property, all *ad valorem* taxes, and the payment of any utility bills and taxes associated with its operations on the Property. Lessor shall deliver to Lessee any and all notices, assessments and/or invoices for the payment of the above items.
10. ASSIGNMENT AND SUBLETTING: Lessee shall not sublet any portion of the Property or assign this Agreement without the expressed, written consent of Lessor, which consent shall not be unreasonably withheld, delayed or conditioned.
11. EARLY TERMINATION: In the event ICM no longer operates a hot-mix asphalt plant at the Property, ICM shall have the option to terminate this Agreement upon written notice to TILCON twelve (12) months in advance thereof. ICM understands, acknowledges, and agrees that any early termination of this Agreement does not terminate any obligations of ICM under the Aggregate Supply Agreement.
12. NOTICES AND MAILINGS: Any written notice or other written communication related to this Agreement shall be (i) served by personal delivery; (ii) made by facsimile transmission; or (iii) sent by overnight courier service to the receiving parties as follows or to any other address which either party may hereafter designate for itself in writing:

To TILCON: Barry Duffy, President
TILCON Supply, Inc.
1001 Paxton Street
Harrisburg, PA 17104
717/236-7051

With a copy to: William B. Miller, General Counsel
Oldcastle, Inc.
900 Ashwood Parkway, Suite 600
Atlanta, GA 30338-4780
770/392-5300

To ICM: Terry Hasson, Corporate Secretary
ICM of Delaware, Inc.
Post Office Box 98
1805 Berks Road
Worcester, PA 19490
800/999-1018

With a copy to: Curtis C. Coon, Esquire
Coon & Cole, LLC
401 Washington Avenue, Suite 501
Towson, MD 21204
410/630-4425

13. **INDEMNIFICATION:** Lessee shall defend, indemnify and hold Lessor, its officers, employees, agents, insurers, sureties, and affiliated corporations harmless from any and all damages, expenses (including attorney and professional fees), claims, liens, suits, liabilities, penalties, and remedial costs arising out of or in any way related to (i) Lessee's use of the Property; (ii) any breach of this Lease; or (iii) any act or omission by Lessee, its invitees, or any person performing work directly or indirectly on behalf of Lessee. Lessor shall defend, indemnify and hold Lessee, its officers, employees, agents, insurers, sureties, and affiliated corporations harmless from any and all damages, losses, expenses (including attorney and professional fees), claims, liens, suits, liabilities, penalties, and remedial costs arising out of or in any way related to (i) Lessor's use of the Property; (ii) any breach of this Lease; or (iii) any act or omission by Lessor, its invitees, or any person performing work directly or indirectly on behalf of Lessor.
14. **TITLE:** Lessor covenants, warrants and represents it has all necessary power to execute and deliver this Lease (and if applicable, Sublease) and perform its obligations hereunder; that the execution, delivery and performance of this Lease has been duly and validly authorized and does not conflict with or violate any agreement, judgment, lien, award, order or decree of any court or governmental authority and further, does not constitute a default under any other agreement or instrument that will remain enforceable after the date hereof; Lessor further warrants and covenants that it holds good and marketable title to the Property and further, and agrees that it shall not cause the Property to be subjected to any liens and encumbrances that could result in the dispossession of Lessee prior to the termination of this Lease. The following representations and warranties are hereby made by Lessor:
- a. Attached hereto as **Exhibit A** is the survey of the Property undertaken by Lessee. Lessee has reviewed **Exhibit A** and agrees that, to the best of its knowledge, such

survey does not omit any easement, boundary or use restriction that could adversely affect Lessee's use of the Property.

- b. Lessor, to the best of its knowledge, hereby represents and warrants to Lessee that, as of the Commencement Date: (i) there are no pending or threatened condemnation proceedings or other governmental, municipal, administrative or judicial proceedings affecting the Property; (ii) there are no pending or threatened actions or legal proceedings affecting the Property; (iii) there are no unpaid special assessments for sewer, sidewalk, water, paving, gas, electrical or power improvements or other capital expenditures or improvements, matured or unmatured, affecting the Property; (iv) there are no outstanding notices of, nor are there, any violations of any law, regulation, ordinance, order or other requirements of any governmental authority having jurisdiction over or affecting any part of the Property; and, (v) Lessor shall notify Lessee promptly if at any time prior to the Commencement Date Lessor is provided notice of any of the foregoing representations and warranties become untrue or incorrect.
 - c. Lessor warrants that Lessee shall be granted peaceable and quiet enjoyment of the Property and all rights appurtenant to Lessee thereto free from any eviction or interference by Lessor or any other person or entity claiming title to the Property so long as Lessee pays the Annual Rent provided herein, and otherwise fully performs the terms, covenants, and conditions imposed herein. In that regard, in the event that the Property is subject to any lien that could, if a default occurred and was not timely cured, result in Lessor's title being foreclosed, Lessor shall endeavor to obtain a SNDA agreement [subordination and non-disturbance agreement] from any party that currently has or in the future may be promised, a lien on the Property, which SNDA shall provide that so long as Lessee is current in the payment of its rent hereunder, neither Lessor nor such holder of a lien shall be allowed to exercise any action to terminate this Lease or dispossess Lessee. Lessor's failure to provide such SNDA within sixty (60) days of the date hereof may, at Lessee's election, form a basis for early termination of this Lease at no cost or expense to Lessee.
 - d. Lessor further warrants that Lessee shall have adequate ingress and egress to the Property, and that the following utilities serve the Property: Water, natural gas, public sewer, telephone, cable, electricity. In the event a utility that does not currently serve the Property becomes available, and Lessee is desirous of granting an easement for use and supply of a utility of any sort, Lessee shall have the right to grant such easement subject to the consent of Lessor.
15. DEFAULT: Lessee shall have breached this Lease and shall be considered in default hereunder if (i) Lessee files a petition in bankruptcy or insolvency or for reorganization under any bankruptcy or insolvency law or act, or makes an assignment for the benefit of creditors; (ii) involuntary proceedings are instituted against Lessee under any bankruptcy or insolvency law or act and not set aside within forty-five (45) days; (iii) Lessee fails to pay any Rent or additional rent within thirty (30) days of when due (unless a later period is otherwise provided in this Lease); (iv) Lessee fails to perform or comply with any of the non-monetary covenants or conditions of this Lease and fails to cure the same within ninety (90) days after written Notice thereof to Lessee by Lessor; provided that if the failure is

curable, but not curable within ninety (90) days, then Lessee shall have such additional time as is required to complete such cure so long as Lessee commences the cure within such thirty (30) day period and thereafter diligently prosecutes the cure to completion.

Lessor shall have breached this Lease and shall be considered in default hereunder if Lessor fails to perform any of its obligations under the provisions of this Lease, and fails to cure the same within ninety (90) days after written notice thereof to Lessor by Lessee; provided however, that if such failure is curable, but not curable within ninety (90) days, then the Lessor shall have such additional time as is required to complete such cure so long as Lessor commences the cure within such ninety (90) day period and thereafter diligently prosecutes the cure to completion.

16. INSURANCE. As additional rent for the Property, Lessee shall maintain: (i) worker's compensation and employer's liability insurance; (ii) general liability insurance; and (iii) property damage insurance. All such insurance shall be written by insurers acceptable to Lessor. General Liability Insurance shall provide for minimum coverage of \$2,000,000 combined single limit on an "occurrence" basis and not on a "claims made" basis. All policies, except for worker's compensation policies, shall name the Lessor as an additional insured with primary coverage (with any other third-party coverage provided for Lessor to be deemed as excess only) and shall indemnify, defend and protect Lessor from all claims, expenses and liabilities in any way connected with any act or omission of Lessee, its invitees, or any person performing work for Lessee, regardless of whether Lessor is partially at fault. Before occupying the Property and when requested by Lessor, Lessee shall provide Lessor with certificates evidencing the required insurance.
17. ENVIRONMENTAL: Lessee will, at Lessee's expense, remain in compliance with all binding federal, state, and local environmental laws, rules, regulations, codes orders and ordinances ("Environmental Laws") in effect from time-to-time during the term of this Lease applicable to the Lessee's operations. Lessee shall indemnify, defend and hold harmless Lessor from any claim, liability, and cost (including reasonable attorneys fees) arising out of Lessee's use and operation of the Property. Lessee further covenants that, except in compliance with requirements under Environmental Laws, it will not produce, use, store or generate any materials in violation of the Environmental Laws on, under or about the Property, without Lessor's prior written consent.

Lessor represents, warrants and covenants that to the best of Lessor's knowledge, no notice, citation, summons or order has been issued, no complaint has been filed, no penalty has been assessed and no investigation or review is pending or threatened by any federal, state, or municipal government. or their appropriate regulatory agencies now in force or which may be in force, in connection with the Property with respect to (a) any alleged violation of any Environmental Laws (hereinafter defined); or (b) with respect to Lessee's use, possession, generation, generation, storage, recycling, transportation or disposal of any hazardous substances as defined by any Environmental Laws in, on, or at the Property.
18. CONDEMNATION: If as a result of eminent domain proceedings there should be a taking of such portion of the Property or the right of access to the Property, so that the Property cannot thereafter be reasonably used for the manufacture of hot-mix asphalt and reasonably necessary support for the same, with access and storage areas, this Lease, at

the option of Lessee, shall terminate upon the giving of notice to Lessor by Lessee and any rent paid in advance will be returned to Lessee, or Lessee may continue in possession of the remaining portion of the Property. Lessor will advise Lessee immediately upon receipt of notice of the commencement of proceedings by any authority having eminent domain powers to acquire any part of the area in the Property. In the event of a taking, or a conveyance in lieu of a taking, resulting in the termination of this Lease, Lessor and Lessee will cooperate in applying for and prosecuting a claim for that taking and agree that the aggregate net award after deducting expenses and costs, including attorneys fees, incurred in connection therewith payable to both Lessor and Lessee shall be paid to the Lessee and Lessor (or if required, to any mortgagee) and distributed as follows: (i) Lessee shall receive so much in the net award as shall compensate it for the un-depreciated value of its leasehold improvements and leasehold interest in the Property; and (ii) Lessor shall receive the balance thereof. Lessor shall not be entitled to any portion of the award with respect so the buildings, structures, equipment or other improvements erected on the Property at anytime.

19. RIGHT OF FIRST OPTION AND/OR REFUSAL:

- a. If Lessor determines an intent to market the Property, then prior to exposing the Property to the market, it shall give written notice of such intent to Lessee. From the receipt of which Notice Lessee may, at its option, submit an offer to purchase the Property to the Lessor, which offer Lessor may accept or reject within ten (10) days of the receipt of the offer.
- b. If Lessor receives a bona fide acceptable offer to purchase the Property, Lessor grants Lessee a first and preemptive right to purchase the same upon the same terms and conditions as are contained in any such offer Lessor tenders to Lessee hereunder. Promptly after the receipt of such offer, Lessor shall give Lessee written notice of the terms and conditions of the offer in the manner described in Section 12 above, enclosing a copy of the offer and enclosing copies of all information and documentation reasonably necessary to the consideration of such offer, and Lessee may exercise the option to purchase at any time within thirty (30) days after receipt of such notice and additional documentation. Lessor shall promptly provide Lessee with any other information reasonably requested by Lessee within such thirty (30) day period and Lessee shall have an additional ten (10) day period after its receipt of such additional information to exercise such option. If Lessee elects to exercise such option it shall do so by giving written notice to Lessor within such periods and a purchase contract shall be executed by the parties and title conveyed within a reasonable time thereafter. The failure of Lessee to exercise the option to purchase shall in no way release or relieve Lessor from Lessor's obligation to provide Lessee with notice of any future offers to purchase.

20. NO PRESUMPTION AGAINST DRAFTER: Lessor and Lessee acknowledge that this Agreement has been freely negotiated by both parties. In the event of any dispute regarding this Agreement, there shall be no presumption or conclusion drawn against either party by virtue of that party having drafted the Agreement.

21. NO BROKER: Each of Lessor and Lessee represent and warrant to each other that it has not engaged any broker or finder in regard to this Lease and that they have no knowledge of any broker being instrumental in bringing about this Lease. Each indemnifies the

other against all costs, expenses, attorney's fees or other liability for commissions or finders' fee or compensation by any broker or finder or agent claiming the same by, through or under the indemnifying party.

22. **MANDATORY BINDING ARBITRATION:** Any claim or dispute arising under this Agreement shall be submitted to and resolved by binding arbitration by a single arbitrator in the State and County where the Property is located. The American Arbitration Association ("AAA") shall conduct the arbitration unless the parties mutually agree to use an alternative arbitration service. The costs of the arbitration shall be borne equally by the parties. Judgment upon any award or decision made by the arbitrator may be entered in any court having jurisdiction thereof, if necessary.

23. **MISCELLANEOUS:**

- (a) This Lease may be executed in multiple counterparts or in duplicate, and when so executed by all parties shall constitute one agreement. Whenever Lessor's consent or approval is required to be given under any provision of this Lease, such consent or approval shall not be unreasonably withheld, conditioned or delayed.
- (c) This Lease contains the entire agreement between the parties and cannot be changed or modified except by a written instrument subsequently executed by the parties hereto.
- (d) Time is of the essence in all monetary provisions of this Lease to be performed by or on behalf of Lessee.
- (e) Whenever a reference to 'consent' is made in this Lease, the granting of any such consent shall not be unreasonably withheld, delayed or conditioned.
- (f) This Lease shall be governed by, construed and enforced in accordance with the laws of the State of Delaware.

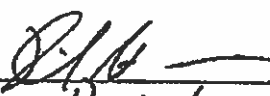
IN WITNESS WHEREOF, the parties have executed this Lease Agreement with their hands and seals as of the day and year first above-written.

LESSOR:
TILCON, INC.

By: _____
Printed: _____
Title: _____

IN WITNESS WHEREOF, the parties have executed this Lease Agreement with their hands and seals as of the day and year first above-written.

LESSOR:
TILCON, INC.

By: 
Printed: Daniel Stover
Title: President

LESSEE:
ICM of DELAWARE, INC.

By: _____
Printed: _____
Title: _____

LESSEE:
ICM of DELAWARE, INC.

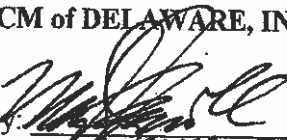
By: 
Printed: MARK S. CARROLL
Title: VPM

EXHIBIT A

EXHIBIT A
Georgetown Leased Land

ALL that certain piece or parcel of land, lying and being situate in Dagsboro Hundred, Sussex County, State of Delaware, as more particularly described as follows, to wit:

Beginning at an iron bar, said iron bar being located along a 50 foot commercial easement/right-of-way, owned by this Grantor which is more fully described herein; said bar being a corner for these lands, thence along the following four new courses dividing the lands herein described from the lands of the aforesaid Melvin L. Joseph North 02 degrees 30 minutes 00 seconds East, 598.39 feet to a 1/2 inch iron bar; thence South 78 degrees 07 minutes 17 seconds East, 365.98 feet to a 1/2 inch iron bar; thence South 04 degrees 11 minutes 19 seconds West, 640.82 feet to a 1/2 Inch iron bar and the below stated 50 foot right of way; thence by and with the said right of way and binding thereon North 70 degrees 56 minutes 00 seconds West 357.00 feet to the place of Beginning. Be the contents thereof what they may.

Together with the right of ingress and egress over other lands owned by this Grantor, as a 50 foot commercial easement/right-of-way as set forth in Deed Record 2281, Page 87.

EXHIBIT B

Common Entrance Road

Regarding access to the Premises, as shown on **Exhibit A**, there exists a common access road for ingress and egress to the Premises; such road is hereinafter referred to as the "Entrance Road". During the approximate four years that precede this agreement, Landlord and Tenant have successfully coordinated and contributed to the maintenance of the common access road. Landlord hereby grants a non-exclusive license to Tenant to use the Entrance Road in common with others, for ingress and egress to the Premises in connection with the activities permitted or authorized by this Lease, during the Term hereof. Tenant specifically acknowledges that the Entrance Road shall also be used by Landlord and its business invitees and shall not exclusively be dedicated to the use of Tenant. Landlord and Tenant shall share in the maintenance of the Entrance Road in the same or similar manner as they have customarily done in the past. Tenant and Landlord shall each contribute an equitable share of the cost (to be paid in kind, in dollars or a combination of the two) of maintenance and repair, and Landlord shall contribute the balance of the cost of maintenance and repair. However, in the event either Landlord or Tenant cause any measurable damage to the Entrance Road, then the party responsible for any such damage shall bear the full burden of repair and maintenance as to any such identified damage.

ATTACHMENT 2

PROOF OF LOCAL ZONING

BEFORE THE BOARD OF ADJUSTMENT OF SUSSEX COUNTY

IN RE: ICM OF DELAWARE, INC

(Case No. 11230)

A hearing was held after due notice on July 1, 2013. The Board members present were: Mr. Dale Callaway, Mr. Jeff Hudson, Mr. John Mills, Mr. Norman Rickard, and Mr. Brent Workman.

Nature of the Proceedings

This is an application for a special use exception to renew an asphalt batching plant approval.

Findings of Fact

The Board found that the Applicant was seeking a special use exception to renew an asphalt batching plant approval. The Applicant has requested that the aforementioned requested special use exception be granted as it pertains to certain real property located north of Route 322 approximately 1,400 feet southwest of Route 113 (DuPont Boulevard); said property being identified as Sussex County Tax Map Parcel Number (1-33-6.00-53.09). After a hearing, the Board made the following findings of fact:

1. Jay Miller was sworn in to testify about the Application.
2. The Board found that Mr. Miller testified that the asphalt plant has existed on the Property for more than ten (10) years.
3. The Board found that Mr. Miller testified that the adjacent property has an existing sand plant.
4. The Board found that Mr. Miller testified that the previous approval expired in 2011.
5. The Board found that Mr. Miller testified that the Applicant has leased the Property from Tilcon since 2009.
6. The Board found that Mr. Miller testified that the Applicant was not aware the approval had expired.
7. The Board found that Mr. Miller testified that he believes the letter for renewal went to the property owner instead of the Applicant.
8. The Board found that Mr. Miller testified that the Applicant is making improvements to the plant and plans to change over to natural gas.
9. The Board found that Mr. Miller testified that there have been no complaints from the neighbors.
10. The Board found that Mr. Miller testified that the Applicant has a permit from the Department of Natural Resources and Environmental Control and the Applicant is compliant with that permit.
11. The Board found that no parties appeared in support of or in opposition to the Application.
12. Based on the findings above and the testimony presented at the public hearing and the public record, the Board determined that the Application met the standards for granting a special use exception. The proposed use will not substantially affect adversely the uses of neighboring and adjacent properties. The special use exception was approved for a period of five (5) years.

The Board approved the variance application finding that it met the standards for granting a special use exception for a period of five years.

Decision of the Board

Upon motion duly made and seconded, the Application was approved for a period of five (5) years. The Board Members voting to approve the Application were Mr. Dale Callaway, Mr. Jeff Hudson, Mr. John Mills, Mr. Norman Rickard and Mr. Brent Workman. No Member voted against the Motion to Approve the Application.

BOARD OF ADJUSTMENT
OF SUSSEX COUNTY


Dale Callaway
Chairman

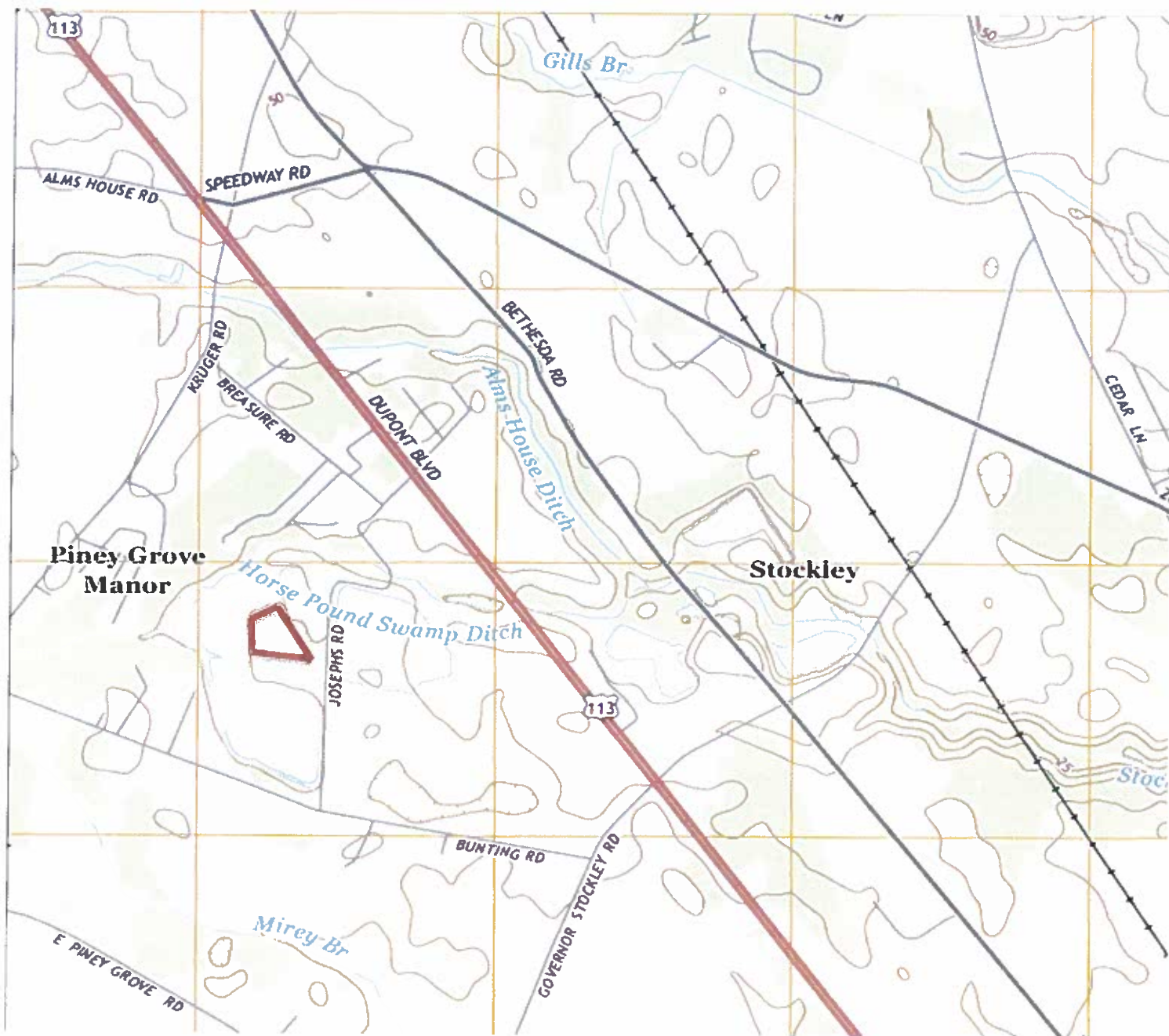
If the use is not established within one (1)
year from the date below the application
becomes void.

Date August 7, 2013

ATTACHMENT 3

SITE MAP AND SITE PLAN





Harbeson, DE - USGS Quadrangle - 1:24,000 - 2014



**ALLAN
MYERS**

Site Location Map

Georgetown Asphalt Plant
Sussex County
22351 Joseph's Road
Georgetown, DE 19901



Allan Myers DE, Inc. - Georgetown

ATTACHMENT 4

EVIDENCE OF NO ADVERSE EFFECTS

MATERIAL INFORMATION SHEET

MIS # 1813 - MINERAL SURFACE FIBERGLASS BASE ASPHALT SHINGLES AND ROLL ROOFING

IMPORTANT: Read this Material Information Sheet before handling or disposing of this product. This product safety information is provided to help our customers with health, safety and/or environmental matters. We have taken reasonable effort to ensure that the test methods and sources for this data are correct and reliable, however, we give no warranty, expressed or implied, regarding its correctness. Since conditions or methods of handling and using this product are beyond our control, we do not assume responsibility and expressly disclaim liability for damages resulting from or connected with the handling, storage, use or disposal of the product.

NOTE: Under government regulations, a MSDS is not required for this material; it is an end use product.

SECTION 1 PRODUCT AND MANUFACTURER'S INFORMATION

Manufacturer/Supplier's

Name: IKO Production Inc.
Address: 120 Hay Road
Wilmington, DE 19809
Emergency Phone: (905) 457-2880 - EXT. 3354
Product Name: Mineral Surface Fiberglass Base Asphalt Shingles and Roll Roofing.
Chemical Name: Not applicable
Trade Name: Shingles, Roofing, Base Sheets, Type IV Ply Sheets, Type 6 Ply Sheets, No. 25 Glass Base Sheet
Chemical Family: Not applicable
Formula: Mixture of asphalt, granular surfacing, inert mineral fillers, bonded to a fiberglass mat.

SECTION 2 PREPARATION INFORMATION

Prepared/Reviewed By: HSE Department
Phone Number: (905) 457-2880 - EXT. 3354
Date: August 3, 2015

SECTION 3 HAZARDOUS INGREDIENTS

Asphalt, traprock dust and/or calcium carbonate, fiberglass, dolomite (no asbestos).

SECTION 4 PHYSICAL DATA

Boiling Point: Not applicable
Specific Gravity: >1.0
Vapor Pressure: Not applicable
Evaporation Rate: Not applicable
Solubility In Water: Insoluble
Appearance: Various colors, sheet material
Odor: Slight petroleum odor

MATERIAL INFORMATION SHEET
MIS # 1813 - MINERAL SURFACE FIBERGLASS BASE ASPHALT
SHINGLES AND ROLL ROOFING

SECTION 5 FIRE AND EXPLOSION DATA

<i>Flash Point:</i>	Not applicable
<i>Flammable Limits:</i>	Not applicable
<i>Extinguishing Media:</i>	Dry chemical, carbon dioxide; water fog.
<i>Special Procedures:</i>	Respirators required for firefighting.

SECTION 6 TOXICOLOGICAL PROPERTIES

<i>Exposure Limits:</i>	Not applicable
<i>Primary Route of Exposure:</i>	Skin contact
<i>Exposure Effects:</i>	Possible skin irritation and dermatitis.

WARNING: This product may contain oxidized bitumens. The International Agency for Research on Cancer (the "IARC") published a monograph in 2013 which concluded that "occupational exposure to oxidized bitumens and their emissions during roofing operations are probably carcinogenic to humans." The IARC found that there is "limited evidence" in humans for the carcinogenicity of occupational exposures to bitumens and bitumen emissions during roofing and mastic-asphalt work. The IARC also found that there is "sufficient evidence" in experimental animals for carcinogenicity of fume condensates generated from oxidized bitumen. All other evidence of cancer in humans and experimental animals was judged "inadequate" or "limited." The physical nature of this product may help limit any inhalation hazard from oxidized asphalt during application in its hardened state. However, physical forces such as grinding, drilling and other demolition work on this product may liberate dust containing oxidized asphalt. Burning or heating of the product may cause fumes, vapors or mists.

SECTION 7 REACTIVITY DATA

<i>Stability:</i>	Stable
<i>Polymerization:</i>	Will not occur
<i>Materials to Avoid:</i>	Strong oxidizers
<i>Hazardous</i>	
<i>Decomposition Products:</i>	CO ₂ , CO.

SECTION 8 PREVENTIVE MEASURES

<i>Spill Procedure:</i>	Normal housekeeping
<i>Disposal Procedure:</i>	Follow federal, provincial/state and municipal regulations.
<i>Ventilation:</i>	Not necessary
<i>Respiratory:</i>	Not necessary
<i>Gloves:</i>	Minimize skin contact. Protective gloves may be used when handling material.
<i>Eye Protection:</i>	Use safety glasses or goggles when necessary.
<i>Other:</i>	If contact is unavoidable, wear all necessary protective gear.

SECTION 9 FIRST AID PROCEDURES

Wash hands with soap and water after handling.

ATTACHMENT 5

NPDES PERMIT SUPPLEMENTAL INFORMATION



STATE OF DELAWARE
DEPARTMENT OF NATURAL RESOURCES AND
ENVIRONMENTAL CONTROL
DIVISION OF WATER
89 KINGS HIGHWAY
DOVER, DELAWARE 19901

SURFACE WATER
DISCHARGES SECTION

PHONE: (302) 739-9946
FAX: (302) 739-8369

**CONTINUED AUTHORIZATION TO DISCHARGE UNDER THE NATIONAL
POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
INDUSTRIAL STORM WATER GENERAL PERMIT PROGRAM**

January 15, 2014

ICM of Delaware Inc., Georgetown
Jay Miller
638 Lancaster Avenue
Malvern, PA 19355

RE: Continued Authorization to Discharge Under the National Pollutant Discharge Elimination System (NPDES) Storm Water General Permit Program at ICM of Delaware Inc., Georgetown

Dear Mr. Miller:

The Department of Natural Resources and Environmental Control (DNREC) has received your request for continued coverage under the NPDES Storm Water General Permit Program for storm water discharges from the facility located at 22351 Joseph Road (County Rd. 323), Georgetown, DE 19947. This letter serves as an extension of authorization to discharge storm water from the above-referenced facility in compliance with 7 Del. Admin. C. §7201 of the State of Delaware "Regulations Governing Storm Water Discharges Associated with Industrial Activities", to a surface water body of the state.

Continuation of permit coverage began on 1/15/2014 and will be in effect until such time that a new NPDES Industrial Storm Water General Permit is issued within the State of Delaware. Upon issuance of a new Industrial Storm Water General Permit, you will be required to submit a new Notice of Intent (NOI) form to the Department in order to continue permit coverage. The schedule for this NOI submission will be outlined in the new Industrial Storm Water General Permit once issued and communicated to you. Under no circumstances shall this authorization extend beyond five years.

Any changes in facility operations or contact information will require the Storm Water Plan (SWP) for this facility to be amended. A signed copy of the SWP must be maintained at the facility at all times. NOI forms and other resources can be found online at:
<http://www.wr.dnrec.delaware.gov/Information/SWDInfo/Pages/SWDSSStormWater.aspx>.

Please maintain this approval on file at the facility at all times. If you have any questions or require further assistance, please contact me or Bill Tanner at (302) 739-9946 or by e-mail at Jennifer.Roushey@state.de.us or Bill.Tanner@state.de.us.

Sincerely,

Jennifer S. Roushey
Program Manager
Surface Water Discharges Section

Delaware's good nature depends on you!

ATTACHMENT 6

BACKGROUND STATEMENT

Allan Myers DE, Inc.

Date of incorporation: January 9, 2006

State of incorporation: Delaware

File Number: 4091292

Corporate standing: Good standing

Registered Agent:

The Corporation Trust Company

Corporation Trust Center

1209 Orange Street

Wilmington, DE 19801

Phone: 302-658-7581

Fax: 302-655-2480



Delaware

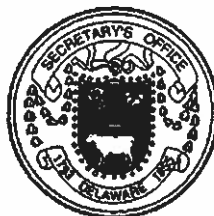
The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "ALLAN MYERS DE, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE SECOND DAY OF AUGUST, A.D. 2017.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.



4091292 8300

SR# 20175540414

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JBullock", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Authentication: 202991829

Date: 08-02-17

CERTIFICATE OF AMENDMENT
TO THE
CERTIFICATE OF INCORPORATION
OF
ICM OF DELAWARE, INC.

ICM of Delaware, Inc., a corporation organized and existing under the General Corporation Law of the State of Delaware (the "Corporation"), does hereby certify:

FIRST: That the Board of Directors of said Corporation by the written consent of its member, filed with the minutes of the Board, adopted the following resolution that the Certificate of Incorporation of said Corporation be amended:

RESOLVED, that the Certificate of Incorporation of the Corporation be amended by changing Article FIRST thereof so that, as amended, said Article shall be and read as follows:

"FIRST: The name of the Corporation is Allan Myers DE, Inc."

SECOND: That, pursuant to Section 242(b)(1) of the General Corporation Law of the State of Delaware, no meeting or vote of stockholders is required to adopt this amendment.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Amendment to be signed this 30 day of April, 2015.

ICM OF DELAWARE, INC.

By A. Ross Myers
A. Ross Myers
CEO

REGISTRATION OF TRADE, BUSINESS & FICTITIOUS NAME CERTIFICATE

County: New Castle ☐ Kent ☐ Sussex ☒

TRADE NAME: Allan Myers Materials

Business Address: 22351 Joseph Road, Georgetown, DE 19947

Phone Number: _____

Person, Firm or Association (Parent Company, if applicable):

Allan Myers DE, Inc.

Names and addresses of ALL owners, members, or partners comprising the business:

Last Name	First Name	Address
Allan Myers DE, Inc.		1805 Berks Road, Worcester, PA 19490

Date of Formation: _____

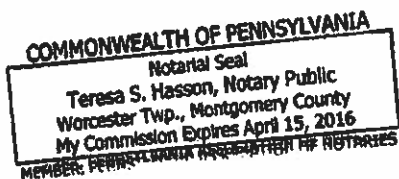
Nature of Business: construction

State of Pennsylvania

County Montgomery

BEFORE ME, the Subscriber, a Notary Public of the State of Pennsylvania, personally appeared a principal in the business described in the Certificate, who, having first been sworn by me according to law did depose and say as follows:

1. He/She is a principal in the business described in the certificate.
2. That the foregoing information provided in the certificate is true, correct, and complete.



SWORN AND SUBSCRIBED this

31st

day of

April

2015

A. R. [Signature]

Affiant

Title:

CEO

[Signature]

Notary Public

Print Form